IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STATE FARM FIRE & CASUALTY COMPANY a/s/o THE ESTATE OF ALKIS J. MARLAND **One State Farm Plaza** **Bloomington, IL 61710** **Plaintiff(s)** **v.** **TOLL BROTHERS, INC.** **250 Gibraltar Road** **Horsham, PA 19044-2323** **– and –** **BROTHERS, INC.** **1000 Sussex Boulevard** **Broomall, PA 10008-4315** **– and –** **BROTHER'S ELECTRIC, INC.** **1000 Sussex Boulevard** **Broomall, PA 10008-4315** **– and –** **HARTMAN CONTRACTORS** **960 Cornwallis Drive** **West Chester, PA 19380** **– and –** **JOHN GRIMLEY t/a and/or d/b/a JG & ASSOCIATES** **2017 Montgomery Avenue** **Villanova, PA 19085-1818** **– and –** **ANTHONY ELECTRIC** **22 Castle Rock Drive** **Havertown, PA 19083-1207** **Defendant(s)**	**Civil Action No.:** **DEMAND FOR JURY TRIAL ENDORSED HEREON**

COMPLAINT

Plaintiff, State Farm Fire & Casualty Company a/s/o The Estate of Alkis J. Marland (hereinafter "Plaintiff"), by and through undersigned counsel, hereby demands judgment against the above-named Defendants, and in support thereof complains as follows:

PARTIES

1. State Farm Fire & Casualty Company is a commercial entity organized and existing under the laws of the State of Illinois, with its principal place of business located at One State Farm Plaza, Bloomington, IL 61710.

2. At all times relevant hereto, State Farm was duly authorized to engage in the business of providing (*inter alia*) property insurance in the Commonwealth of Pennsylvania.

3. At all times relevant hereto, State Farm provided property insurance to Alkis J. Marland (hereinafter collectively referred to as "Mr. Marland" or "subrogor") in connection with the residence owned by Mr. Marland located at 4 Starling Court, Phoenixville, PA (hereinafter the "subject property"), under policies of insurance that were in full force and effect.

4. At the time of the fire incident that is the subject of this Complaint, Alkis J. Marland was deceased.

5. In the wake of the incident described below, as a result of claims made on said policies, State Farm became subrogated to certain rights and interests of The Estate of Alkis J. Marland (hereinafter "the Marland Estate") for monies paid thereunder, including the claims giving rise to this cause of action.

6. Defendant Toll Brothers, Inc. (hereinafter "Toll Brothers") is, upon information and belief, a business entity organized and existing under the laws of the State of Delaware, with a principal place of business located at the address in the caption above.

7. Toll Brothers is, upon information and belief, a corporate entity that – either through itself or through its related entities – was the developer and/or general contractor that performed, *inter alia*, construction of the subject property, at all times relevant hereto, was

responsible for certain oversight and direction of the various subcontractors working on said project (said subcontractors being the agents of Toll Brothers).

8. Defendant Brothers, Inc. (hereinafter "Brothers") is, upon information and belief, a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at the address in the caption above.

9. Brothers is, upon information and belief, a corporate entity that – either through itself or through its related entities – was the developer and/or general contractor that performed, *inter alia*, construction of the subject property, at all times relevant hereto, was responsible for certain oversight and direction of the various subcontractors working on said project (said subcontractors being Brothers' agents).

10. Defendant Brother's Electric, Inc. (hereinafter "Brother's Electric") is, upon information and belief, a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at the address in the caption above.

11. Brother's Electric is, upon information and belief, a corporate entity that – either through itself or through its related entities –performed, *inter alia*, construction and/or electrical work at the subject property.

12. Defendant Hartman Contractors is, upon information and belief, a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at the address in the caption above.

13. Hartman Contractors is, upon information and belief, a corporate entity that – either through itself or through its related entities – performed, *inter alia,* construction and/or electrical work at the subject property.

14. Defendant John Grimley t/a and/or d/b/a JG & Associates (hereinafter "JG & Associates) is, upon information and belief, a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at the address in the caption above.

15. JG & Associates is, upon information and belief, a corporate entity that – either through itself or through its related entities – performed, *inter alia,* construction and/or electrical work at the subject property.

16. Defendant Anthony Electric is, upon information and belief, a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at the address in the caption above.

17. Anthony Electric is, upon information and belief, a corporate entity that – either through itself or through its related entities – performed, *inter alia,* construction and/or electrical work at the subject property.

JURISDICTION AND VENUE

18. Jurisdiction is based on 28 U.S.C. §1332(a)(1) as this action involves a controversy between entities and/or citizens of different states; moreover, the amount in controversy is in excess of $150,000.00 and therefore exceeds the jurisdictional threshold of this Court (exclusive of interest and costs).

19. Venue is proper in this district based on 28 U.S.C. §1391(a) in that the events giving rise to this claim occurred within this district.

STATEMENT OF FACTS

20. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

21. In or around 2004 the subject property was built. The subject property is located in the Rivercrest Carriages subdivision in Phoenixville, PA.

22. Toll Brothers was the developer and/or general contractor for the Rivercrest Carriages subdivision, which included the subject property.

23. A Municipal Record Form indicates that the new electrical at the subject property was installed by "Brothers."

24. The original construction of the residence at the subject property did not include a finished basement.

25. In or about 2005-2006, construction and/or electrical work was undertaken at the subject property in order to finish at least a portion of the basement.

26. The construction and/or electrical work in the basement of the subject property was performed by Hartman Contractors, JG & Associates and/or Anthony Electric.

27. On or about February 9, 2013, a fire erupted at the subject property; this fire caused extensive damage to Mr. Marland's real and personal property, as well as the imposition of additional expenses and hardship besides (including loss of use of the home and other property).

28. Said fire and resultant damages were directly and proximately caused by the above-named Defendants as is further and more fully described below.

COUNT I - NEGLIGENCE
Plaintiff v. Toll Brothers, Inc.

29. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

30. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of Toll Brothers, by and

through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss; and/or

f. otherwise failing to use due care under the circumstances.

31. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of Toll Brothers, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Toll Brothers, Inc. – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT II – BREACH OF CONTRACT
Plaintiff v. Toll Brothers, Inc.

32. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

33. Toll Brothers entered into a written agreement with Plaintiff's subrogor for the sale and construction of the subject property. Upon information and belief, Toll Brothers is in possession of said agreement(s).

34. Upon information and belief, Toll Brothers agreed to serve as the seller, vendor, builder, project manager and/or general contractor for the construction of the subject property and further agreed to provide all of the necessary labor and materials for the project.

35. Upon information and belief, Toll Brothers held itself out as a competent builder, project manager and/or general contractor with the necessary skill and expertise to properly construct the subject property in a good and workmanlike manner.

36. Toll Brothers materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

37. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

38. As a direct and proximate result of Toll Brothers' above-described breach of its agreement with Plaintiff's subrogor, Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Toll Brothers, Inc. – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT III – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. Toll Brothers, Inc.

39. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

40. Pursuant to the agreement, Toll Brothers expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

41. In light of the defects and negligence described herein, Toll Brothers did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

42. Moreover, in light of the defects and negligence described herein, Toll Brothers breached warranties that were expressed in contracts applicable to its work at the property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

43. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which Toll Brothers should have been aware, and for which Toll Brothers' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

44. As a direct and proximate result of Toll Brothers' above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Toll Brothers, Inc. – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT IV - NEGLIGENCE
Plaintiff v. Brothers, Inc.

45. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

46. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of Brothers, by and through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss; and/or

f. otherwise failing to use due care under the circumstances.

47. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of Brothers, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Brothers, Inc. – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT V – BREACH OF CONTRACT
Plaintiff v. Brothers, Inc.

48. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

49. Brothers entered into a written agreement with Plaintiff's subrogor for the sale and construction of the subject property. Upon information and belief, Brothers is in possession of said agreement(s).

50. Upon information and belief, Brothers agreed to serve as the seller, vendor, builder, project manager and/or general contractor for the construction of the subject property and further agreed to provide all of the necessary labor and materials for the project.

51. Upon information and belief, Brothers held itself out as a competent builder, project manager and/or general contractor with the necessary skill and expertise to properly construct the subject property in a good and workmanlike manner.

52. Brothers materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to

provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

53. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

54. As a direct and proximate result of Brothers' above-described breach of its agreement with Plaintiff's subrogor, Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Brothers, Inc. – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT VI – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. Brothers, Inc.

55. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

56. Pursuant to the agreement, Brothers expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

57. In light of the defects and negligence described herein, Brothers did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

58. Moreover, in light of the defects and negligence described herein, Brothers breached warranties that were expressed in contracts applicable to its work at the property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

59. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which Brothers should have been aware, and for which Brothers' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

60. As a direct and proximate result of Brothers' above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Brothers, Inc. – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT VII - NEGLIGENCE
Plaintiff v. Brother's Electric, Inc.

61. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

62. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of Brother's Electric, by and through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss;

f. otherwise failing to use due care under the circumstances.

63. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of Brother's Electric, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Brother's Electric, Inc. – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT VIII – BREACH OF CONTRACT
Plaintiff v. Brother's Electric, Inc.

64. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

65. Brother's Electric entered into a written agreement with Plaintiff's subrogor for the sale and construction of the subject property. Upon information and belief, Brother's Electric is in possession of said agreement(s).

66. Upon information and belief, Brother's Electric agreed to serve as the seller, vendor, builder, project manager and/or general contractor for the construction of the subject property and further agreed to provide all of the necessary labor and materials for the project.

67. Upon information and belief, Brother's Electric held itself out as a competent builder, project manager and/or general contractor with the necessary skill and expertise to properly construct the subject property in a good and workmanlike manner.

68. Brother's Electric materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

69. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

70. As a direct and proximate result of Brother's Electric's above-described breach of its agreement with Plaintiff's subrogor, Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Brother's Electric, Inc. – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT IX – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. Brother's Electric, Inc.

71. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

72. Pursuant to the agreement, Brother's Electric expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

73. In light of the defects and negligence described herein, Brother's Electric did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

74. Moreover, in light of the defects and negligence described herein, Brother's Electric breached warranties that were expressed in contracts applicable to its work at the property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

75. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which Brother's Electric should have been aware, and for which Brother's Electric' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

76. As a direct and proximate result of Brother's Electric' above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Brother's Electric, Inc. – jointly, severally or in the alternative – in an amount in excess of

$150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT X - NEGLIGENCE
Plaintiff v. Hartman Contractors

77. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

78. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of Hartman Contractors, by and through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss; and/or

f. otherwise failing to use due care under the circumstances.

79. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of Hartman Contractors, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Hartman Contractors – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT VIII – BREACH OF CONTRACT
Plaintiff v. Hartman Contractors

80. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

81. Upon information and belief, Hartman Contractors entered into a written agreement with Plaintiff's subrogor for the renovation / build out of the basement area of the subject property. Upon information and belief, Hartman Contractors is in possession of said agreement(s).

82. Upon information and belief, Hartman Contractors held itself out as a competent contractor with the necessary skill and expertise to properly renovate / build out the subject property in a good and workmanlike manner.

83. Hartman Contractors, by itself and/or through its agents, employees, representatives, servants and/or subcontractors, materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

84. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

85. As a direct and proximate result of Hartman Contractors' above-described breach of its agreement with Plaintiff's subrogor (by itself and/or through its agents, employees, representatives, servants and/or subcontractors), Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Hartman Contractors – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT XII – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. Hartman Contractors

86. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

87. Pursuant to the agreement, Hartman Contractors expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

88. In light of the defects and negligence described herein, Hartman Contractors did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

89. Moreover, in light of the defects and negligence described herein, Hartman Contractors breached warranties that were expressed in contracts applicable to its work at the

property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

90. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which Hartman Contractors should have been aware, and for which Hartman Contractors' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

91. As a direct and proximate result of Hartman Contractors' above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Hartman Contractors – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT XIII - NEGLIGENCE
Plaintiff v. John Grimley t/a and/or d/b/a JG & Associates

92. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

93. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of JG & Associates, by and through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss;

f. otherwise failing to use due care under the circumstances.

94. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of JG & Associates, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant John Grimley t/a and/or d/b/a JG & Associates – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT XIV – BREACH OF CONTRACT
Plaintiff v. John Grimley t/a and/or d/b/a JG & Associates

95. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

96. Upon information and belief, JG & Associates entered into a written agreement with Plaintiff's subrogor for the renovation / build out of the basement area of the subject property. Upon information and belief, JG & Associates is in possession of said agreement(s).

97. Upon information and belief, JG & Associates held itself out as a competent contractor with the necessary skill and expertise to properly renovate / build out the subject property in a good and workmanlike manner.

98. JG & Associates, by itself and/or through its agents, employees, representatives, servants and/or subcontractors, materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

99. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

100. As a direct and proximate result of JG & Associates' above-described breach of its agreement with Plaintiff's subrogor (by itself and/or through its agents, employees, representatives, servants and/or subcontractors), Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, JG & Associates – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT XV – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. John Grimley t/a and/or d/b/a JG & Associates

101. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

102. Pursuant to the agreement, JG & Associates expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

103. In light of the defects and negligence described herein, JG & Associates did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

104. Moreover, in light of the defects and negligence described herein, JG & Associates breached warranties that were expressed in contracts applicable to its work at the property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

105. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which JG & Associates should have been aware, and for which JG & Associates' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

106. As a direct and proximate result of JG & Associates' above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, John Grimley t/a and/or d/b/a JG & Associates – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT XVI - NEGLIGENCE
Plaintiff v. Anthony Electric

107. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

108. The damage and destruction at the subject property was caused by and resulted from the negligent, carelessness and/or reckless acts and/or omissions of Anthony Electric, by and through its agents, servants, representatives, workmen, employees and/or subcontractors acting within the course and scope of their employment. Said acts and/or omissions consisted of:

a. failing to properly and adequately hire, train and supervise its agents, servants, representatives, workmen, employees and/or subcontractors to ensure that proper and safe means and methods were used while performing their duties at the subject property;

b. failing to take necessary precautions to protect the subject property by remediating, marking or otherwise notifying and/or alerting Mr. Marland and/or the Estate of Marland of the existence of an unsafe condition;

c. failing to take necessary and reasonable precautions in order to safeguard the subject property from the risk of fire damage;

d. failing to comply with applicable rules, regulations, codes, industry standards, statutes and/or ordinances, including but not limited to those of the Commonwealth of Pennsylvania;

e. unlawfully causing the fire loss;

f. otherwise failing to use due care under the circumstances.

109. As a result of the damages and harms directly and proximately caused by the negligence and/or other unlawful conduct of Anthony Electric, Plaintiff and its insured sustained and incurred damages and harms as set forth above, in an amount in excess of $150,000.00.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Anthony Electric – jointly, severally or in the alternative with the other Defendants herein – in an amount in excess of $150,000.00, plus interest and delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT XVII – BREACH OF CONTRACT
Plaintiff v. Anthony Electric

110. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

111. Upon information and belief, Anthony Electric entered into a written agreement with Plaintiff's subrogor for the renovation / build out of the basement area of the subject property. Upon information and belief, Anthony Electric is in possession of said agreement(s).

112. Upon information and belief, Anthony Electric held itself out as a competent contractor with the necessary skill and expertise to properly renovate / build out the subject property in a good and workmanlike manner.

113. Anthony Electric, by itself and/or through its agents, employees, representatives, servants and/or subcontractors, materially breached the agreement by failing to properly perform its work in a good and workmanlike manner in accordance with the terms of the construction documents; by failing to use its best skill and attention in performing its work; by failing to provide Plaintiff's subrogor with a house free of defects; and by failing to adequately supervise and direct the work of its subcontractors.

114. For his part, Plaintiff's subrogor performed all his obligations under the aforementioned agreement, as well as all conditions precedent to recovery on this count.

115. As a direct and proximate result of Anthony Electric's above-described breach of its agreement with Plaintiff's subrogor (by itself and/or through its agents, employees,

representatives, servants and/or subcontractors), Plaintiff's subrogor sustained substantial damage to his real and personal property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Anthony Electric – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

COUNT XVIII – BREACH OF EXPRESS AND/OR IMPLIED WARRANTIES
Plaintiff v. Anthony Electric

116. Plaintiff incorporates by reference the preceding paragraphs as though set forth at length herein.

117. Pursuant to the agreement, Anthony Electric expressly warranted to Plaintiff's subrogor that all work it performed in connection with the construction of the residence at the subject property would be free from defects.

118. In light of the defects and negligence described herein, Anthony Electric did not provide Plaintiff's subrogor with a property of merchantable quality, reasonably fit for the purposes for which intended, nor constructed in a good and workmanlike manner, nor conducive to creating a habitable property, thus breaching express and implied warranties Plaintiff had a right to rely upon, including but not limited to those described at 13 Pa.C.S. Sections 2314 and 2315, and otherwise in Pennsylvania law and the Uniform Commercial Code.

119. Moreover, in light of the defects and negligence described herein, Anthony Electric breached warranties that were expressed in contracts applicable to its work at the property, including but not limited to pursuant to the applicable standard of care, and the aforementioned agreement(s).

120. Plaintiff's subrogor used the property in a foreseeable and ordinary manner, of which Anthony Electric should have been aware, and for which Anthony Electric' expertise was relied upon, and yet Plaintiff's subrogor sustained damage as described above due to the defects, breaches and negligence described herein.

121. As a direct and proximate result of Anthony Electric's above-described breach of warranties, Plaintiff's subrogor sustained substantial damages to his real and personal property, along with the imposition of additional expenses and hardship besides.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Anthony Electric – jointly, severally or in the alternative – in an amount in excess of $150,000.00, plus interest, delay damages and such other relief as the Court deems appropriate under the circumstances.

de LUCA LEVINE

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Dated: November 10, 2014

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

de LUCA LEVINE

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